

EXHIBIT 1

IN THE CIRCUIT COURT FOR THE ELEVENTH CIRCUIT
ST. CHARLES COUNTY, MISSOURI

PLATINUM SPORTS AND
ENTERTAINMENT MANAGEMENT,
LLC,

Plaintiff,

vs.

STEVE PIERCE
AND
PIERCE AND ASSOCIATES,

Defendants

No.

COMPLAINT
BREACH OF CONTRACT

Now comes the Plaintiff, PLATINUM SPORTS AND ENTERTAINMENT MANAGEMENT, LLC, by and through attorneys Nick Brockmeyer and Hannah Shores, and for their Complaint against the Defendant, STEVE PIERCE and PIERCE AND ASSOCIATES and hereby states as follows:

1. Plaintiff, Platinum Sports and Entertainment Management, LLC, is a Missouri LLC.
2. Defendant, Pierce and Associates is an Arizona corporation.
3. Venue is proper in St. Charles County, Missouri
4. This is a civil case in which the Circuit Court of St. Charles County has original jurisdiction pursuant to Mo. Const., Art. V. § 14.
5. The amount in controversy exceeds \$25,000.

6. Plaintiff entered into a joint venture agreement with Defendant, on or about November 17, 2011, wherein, among other things, Plaintiff agreed to co-representation, and Defendant agreed to the co-representation of Brandon Dickson. Hereto attached as Exhibit A.

7. That, pursuant to the Paragraph IX of the contract, that the contract will renew each year unless Plaintiff or Defendant objects to the renewal. Hereto attached as Exhibit B.

8. That, pursuant to Paragraph IX of the contract, Defendant must give ninety (90) days written notice prior to termination for cause.

9. That, pursuant to Paragraph IX of the contract, Defendant did not give Plaintiff written notice of default prior to termination of the contract.

10. That Plaintiff, gave written notice on September 20, 2019 to Plaintiff of the termination of the joint venture agreement.

11. That Defendant failed to give written notice of the termination within 90 days of the contract renewal.

12. That Defendant failed to give notice of any default to company prior to the termination.

13. That Plaintiff has performed all that has been required of him and has, at all times, been ready, willing and able to cure any default that may have been presented by Defendant.

13. Defendant has breached the contract by failing to perform his obligations under the contract, specifically by terminating the contract less than 90 days without notice of any default.

14. Plaintiff has been damaged by Defendant's failure to fulfill his obligations under the contract in that Defendant has been unjustly enriched by the termination of the contract. Specifically, the 3% share of the 7% of the \$2 million dollars (\$2,000,000.00) of Brandon Dickson's 2020 playing contract owed under the contract, the sum of sixty thousand dollars (\$60,000.00). Plus, a percentage of performance bonus received by Brandon Dickson with the sum of fifteen thousand dollars (\$15,000.00).

WHEREFORE, Plaintiff, NICHOLAS BROCKMEYER, respectfully requests this honorable Court enter judgment in his favor for the sum of seventy-five thousand dollars (\$75,000.00), for costs incurred herein, and for such other and further relief as this honorable Court deems just and proper.



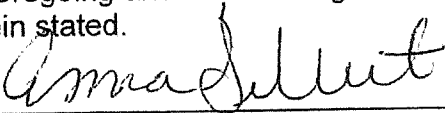
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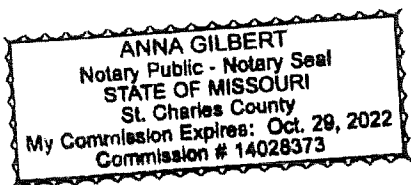
Hannah Shores #72125
121 N. 5th St.
St. Charles, MO 63301
636-946-0960
hannahshores@gmail.com

STATE OF MISSOURI)
)SS
COUNTY OF ST. CHARLES)

On this 17th day of April, 2020, before me Anna Gilbert, Notary Public in and for said State, personally appeared Nick Brockmeyer and Hannah Shores, known to me to be the parties who executed the above and foregoing and acknowledged to me that they executed the same for the purposes therein stated.


_____, Notary

My Commission Expires:






IN THE 11TH JUDICIAL CIRCUIT, ST. CHARLES COUNTY, MISSOURI

Judge or Division: DANIEL G PELIKAN	Case Number: 2011-CC00353
Plaintiff/Petitioner: PLATINUM SPORTS AND ENTERTAINMENT	Plaintiff's/Petitioner's Attorney/Address: HANNAH ELIZABETH SHORES 1572 PATRIOT RD CENTRALIA, IL 62801
Defendant/Respondent: STEVE PIERCE	Court Address: 300 N 2nd STREET SAINT CHARLES, MO 63301
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: STEVE PIERCE
Alias:
6539 EAST DREYFUS
SCOTTSDALE, AZ 85254

COURT SEAL OF

ST. CHARLES COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

4/21/2020
Date

/S/ Cheryl Crowder
Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other: _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.